

A. G. Contract No. KR99 2432TRN  
ADOT ECS File No. JPA 99-162  
Project: TEA-ICR-0(1)P/SL434 01C  
Section: Ahamacave Trail Multi Use Path

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE COLORADO RIVER INDIAN TRIBES

THIS AGREEMENT is entered into 24 January, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the COLORADO RIVER INDIAN TRIBES, acting by and through its TRIBAL  
COUNCIL ("the Tribe").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-434 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The Tribe is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Tribe.
3. Congress has authorized appropriations for, but not limited to, transportation enhancements including roadside attractions of historic preservation.
4. Such project within the boundary of the Tribal land has been selected by the Tribe; the survey of the project has been completed; and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. 23806  
Filed with the Secretary of State  
Date Filed: 01/24/2000

Petrey Bayless  
Secretary of State

B. Vicky V. Greenwood

5 The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Tribe by reason of federal law and regulations under which funds for the project are authorized to be expended.

6 The Tribe, in order to obtain federal funds for the Transportation Enhancement Project, is willing to provide Tribal funds to match federal funds in the ratio required or as finally fixed and determined by the FHWA.

7 The work embraced in this agreement and the estimated costs are as follows: Transportation Enhancement Project, Ahamacave Trail Multi-Use Path and Landscaping.

Estimated Project Cost	\$191,569.00
Federal Aid Funds @ 94.3%	\$180,650.00
Tribal Funds @ 5.7%	\$ 10,919.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1 The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the Tribe with the aid and consent of the State and the FHWA will proceed with the design and construction of the project. Such project will be performed, completed, accepted and paid for in accordance with the requirements of the FHWA. The State will enter into a Project Agreement with FHWA covering the work embraced in said transportation enhancement project and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the Tribe shall be obligated to incur any expenditure in excess

2 Prior to the commencement of design, the Tribe shall set aside sufficient funds in the amount determined to be necessary to match federal funds in the ratio required.

3 Upon completion of construction, the Tribe shall provide for, at its own cost and as an annual item in its budget, appropriate and proper maintenance

4 The Tribe shall allow public access to the completed project and grounds during normal business hours.

## **III. MISCELLANEOUS PROVISIONS**

1 The State assumes no financial obligation or liability under this agreement. The Tribe assumes full responsibility for the project, any engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Tribe and that the Tribe hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance or negligent performance of any provisions of this

agreement by the State, any of its departments, agencies, officers and employees, the Tribe, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design and construction of the work contemplated by this agreement is to be borne by FHWA and Tribe, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, Tribe agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, Arizona 85007

Colorado River Indian Tribes  
Chairman  
Route 1, Box 22-B  
Parker, AZ 85344

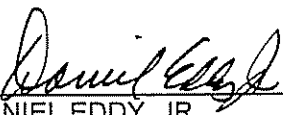
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COLORADO RIVER INDIAN TRIBES

STATE OF ARIZONA

Department of Transportation

By   
DANIEL EDDY, JR.  
Chairman

By   
CATHERINE J. HEGEL  
Contract Administrator

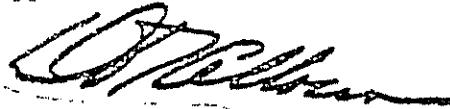
ATTEST:

By   
LaWANDA LAFFOON  
Secretary

RESOLUTION

BE IT RESOLVED on this 28th day of September 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Colorado River Indian Tribes for the purpose of defining responsibilities for the design, construction and maintenance of the Ahamacave Trail Multi Use Path.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

Resolution No 28-98

## RESOLUTION

## COLORADO RIVER TRIBAL COUNCIL

APPROVE PROCEEDING WITH THE AWARDED ARIZONA DEPARTMENT  
OF TRANSPORTATION (ADOT) TRAIL GRANT PROPOSAL OF \$200,800  
(\$160,150 ADOT, \$40,650 CRIT) TO CONSTRUCT A 4 MILE INTERPRETIVE  
TRAIL AND LANDSCAPE THE 4 CORNERS AREA

Be it resolved by the Tribal Council of the Colorado River Indian Tribes, in regular / special meeting  
assembled on February 13, 1998

WHEREAS, the Tribes have been awarded \$160,150 for the construction of the said project; and

WHEREAS, the Tribes match requirement for the Arizona Department of Transportation Grant is 20% of the total grant \$40,650; and

WHEREAS, this match will be used to pay Arizona Department of Transportation for project management and contingency costs; and

WHEREAS, this match will also pay for project construction start up costs; and

WHEREAS, this plan was also approved by the Resources Development Committee in January; and

NOW, THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves the plan to construct a 4 mile interpretive trail and landscape the Four corners area; and

BE IT FURTHER RESOLVED that the matching funds \$40,650 will be committed in matching and in-kind funds from the Colorado River Indian Tribes; and

BE IT FINALLY RESOLVED that the Tribal Council Chairman and Secretary of the council, or their designated representatives, are hereby authorized to execute any and all documents necessary to implement this action including environmental and archaeological clearances, Right of Ways, match funds and contracts with participating parties.

The foregoing resolution was on February 13, 1998 duly approved by a vote of 6 for, 0 against and 1 abstaining, by the Tribal Council of the Colorado River Indian Tribes, pursuant to authority vested in it by Section VI, Article 1 f g h of the Constitution and By laws of the Tribes, ratified by the Tribes on March 1, 1975 and approved by the Secretary of the Interior on May 29, 1975, pursuant to Section 16 of the Act of June 18, 1934, (48 Stat. 984). This resolution is effective as of the date of its adoption.

COLORADO RIVER TRIBAL COUNCIL

By

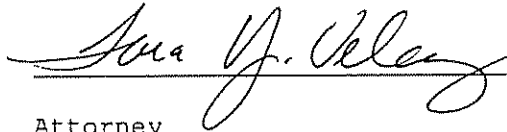
David L. Smith  
Chairman

Howard L. Johnson  
Secretary

APPROVAL OF THE COLORADO RIVER INDIAN TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the COLORADO RIVER INDIAN TRIBES and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 20<sup>th</sup> day of November, 1999.

  
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Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-2432TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 14, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/606351

Enc.